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NOTES OF CASES.

Fraudulent Conveyances—Transactions Invalid—Prior or Subsequent Creditors—Running Accounts.—Whether one is a prior or a subsequent creditor in relation to a voluntary conveyance must be ascertained solely by reference to the time the debt was contracted, and when a running or continuous account extends over the date of a voluntary conveyance, the creditor, as to the part of the indebtedness contracted prior to the conveyance, is a prior creditor, and, as to the part contracted subsequent to the conveyance, he is a subsequent creditor. And if payments are made thereon, without particular direction as to application by debtor, or application by act of creditor, the law applies the payments to the oldest items to discharge them. *Peale v. Grossman* (Supreme Court of Appeals of West Virginia, Nov. 28, 1911), 73 S. E. 46.

Principal and Agent—Ratification of Contract—Acceptance of Benefits.—And by the same court it was held that where the owner of the equitable title to land by an executory contract or title bond, authorizes his vendor to renew a prior lease for oil and gas covering the larger tract, of which his land is a part, he thereby constitutes his vendor his agent to contract for such lease, and by accepting, through his agent, his share of rental or commutation money, accruing under such lease, he thereby ratifies the same, concluding and estopping him from thereafter setting up title to his land in hostility to that of such lessee, and the statute of frauds is no defense to the rights and claims of such lessee. *Mustard v. Big Creek, etc., Co.* (W. Va.), 72 S. E. 1021.

Exceptions, Bill of—Record—Vacation Order of Judge.—A vacation order made by the trial judge, under his signature and seal, within the time fixed by law for saving and certifying bills of exceptions, which order is in itself a veritable bill of exceptions, specifically pointing out and identifying by certain and sure references the stenographer's transcript of evidence and other papers pertaining to the trial, and declaring that they are thereby made a part of the record, operates to bring into the record the evidence and papers referred to, though not embraced in formal bills of exceptions. *Darnell v. Wilmoth* (Supreme Court of Appeals of West Virginia, Nov. 14, 1911), 72 S. E. 1023.

Logs and Logging—Deed of Standing Timber—Construction.—A particular enumeration of the kinds of standing timber meant to be conveyed, contained in the granting clause of a deed, will not be enlarged by a separate and subsequent general clause stating that the intention of the parties is to convey all the timber included in